

light Creamery Butter Sunlight Creameries General Offices, Chicago, Illinois Sunlight."

Adulteration of the article was alleged in the libel for the reason that a substance, to wit, excessive water, had been mixed and packed therewith so as to reduce or lower or injuriously affect its quality or strength and had been substituted wholly or in part for butter, which the said article purported to be. Adulteration was alleged for the further reason that a valuable constituent of the article, to wit, butterfat, had been wholly or in part abstracted.

Misbranding was alleged for the reason that the statement, to wit, "Sunlight Creamery Butter * * *," borne on the cartons containing the article, was false and misleading in that the said statement represented that each of the said cartons contained creamery butter, and for the further reason that the article was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that each of said cartons contained creamery butter, whereas, in truth and in fact, each of said cartons did not contain creamery butter. Misbranding was alleged for the further reason that the article was an imitation of and offered for sale under the distinctive name of another article, to wit, creamery butter.

On September 16, 1922, the Western Creamery Co., claimant, having admitted the allegations of the libel and consented to the entry of a decree, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be released to the said claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$200, in conformity with section 10 of the act.

C. F. MARVIN, *Acting Secretary of Agriculture.*

11079. Adulteration and misbranding of butter. U. S. v. 5 Tubs of Butter. Consent decree of condemnation, forfeiture, and destruction. (F. & D. No. 16778. I. S. No. 1111-v. S. No. E-4144.)

On August 29, 1922, the United States attorney for the District of Columbia, acting upon a report by the Secretary of Agriculture, filed in the Supreme Court of the District aforesaid, holding a district court, a libel for the seizure and condemnation of 5 tubs of butter, remaining unsold at Washington, D. C., alleging that the article had been shipped by the Rushmore Creamery Co., Rushmore, Minn., on or about August 8, 1922, and transported from the State of Minnesota into the District of Columbia, and charging adulteration and misbranding in violation of the Food and Drugs Act. The article was labeled in part: "From Rushmore Creamery Co. Rushmore Minn."

Adulteration of the articles was alleged in the libel for the reason that a substance, to wit, excessive water, had been mixed and packed therewith so as to reduce or lower or injuriously affect its quality or strength and had been substituted wholly or in part for butter, which the said article purported to be. Adulteration was alleged for the further reason that a valuable constituent of the article, to wit, butterfat, had been wholly or in part abstracted.

Misbranding was alleged for the reason that the article was an imitation of and offered for sale under the distinctive name of another article.

On October 9, 1922, the Rushmore Creamery Co., Rushmore, Minn., claimant, having admitted the allegations of the libel and consented to the entry of a decree, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be released to the said claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$100, in conformity with section 10 of the act.

C. F. MARVIN, *Acting Secretary of Agriculture.*

11080. Adulteration and misbranding of cottonseed meal. U. S. v. Refuge Cotton Oil Co., a Corporation. Plea of guilty. Fine, \$100 and costs. (F. & D. No. 11802. I. S. Nos. 11051-r, 11057-r.)

On April 3, 1922, the United States attorney for the Northern District of Mississippi, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Refuge Cotton Oil Co., a corporation, Vicksburg, Miss., alleging shipment by said company in violation of the Food and Drugs Act, as amended, in two consignments, on or about October 5 and 9, 1918, respectively, from the State of Mississippi into the State of Michigan, of quantities of unlabeled cottonseed meal which was adulterated and misbranded. The article was described in a contract relating thereto as "Quality Good 7%."

Analysis, by the Bureau of Chemistry of this department, of a sample of the article taken from each consignment showed that the said samples contained

6.27 and 6.08 per cent, respectively, of ammonia. Examination by said bureau showed that the said consignments contained 34 and 35 per cent, respectively, of cottonseed hulls.

Adulteration of the article was alleged in the information for the reason that a substance, to wit, cottonseed hulls, had been mixed and packed therewith so as to lower and reduce and injuriously affect its quality, and had been substituted in part for cottonseed meal which the article purported to be.

Misbranding was alleged in substance for the reason that the statement, to wit, "Quality Good 7%," contained in the said contract, regarding the article and the ingredients and substances contained therein, was false and misleading in that the said statement represented that the article was 7 per cent ammonia cottonseed meal, and for the further reason that it was described as aforesaid so as to deceive and mislead the purchaser into the belief that it was 7 per cent ammonia cottonseed meal, whereas, in truth and in fact, it was not 7 per cent ammonia cottonseed meal, but was a mixture of cottonseed meal and cottonseed hulls, and contained less than 7 per cent of ammonia. Misbranding was alleged for the further reason that the article was food in package form, and the quantity of the contents was not plainly and conspicuously marked on the outside of the package.

On October 2, 1922, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$100 and costs.

C. F. MARVIN, *Acting Secretary of Agriculture.*

11081. Adulteration and misbranding of feed. U. S. v. Milam-Morgan Co., Ltd., a Corporation. Plea of guilty. Fine, \$110. (F. & D. No. 14917. I. S. Nos. 112-r, 10537-r, 11155-r, 11165-r, 11166-r, 11169-r, 11170-r.)

On October 4, 1921, the United States attorney for the Eastern District of Louisiana, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Milam-Morgan Co., Ltd., a corporation, New Orleans, La., alleging shipment by said company in violation of the Food and Drugs Act, as amended, in various consignments, namely, on or about April 23, 1920, from the State of Louisiana into the State of Florida, on or about May 20, 1920, from the State of Louisiana into the State of Alabama, and on or about February 12, April 10, April 16, April 22, and April 24, 1920, from the State of Louisiana into the State of Mississippi, of quantities of feed, a portion of which was misbranded and the remainder of which was adulterated and misbranded. The article was labeled in part: "Manufactured by Milam-Morgan Co., Ltd. New Orleans, La." The various brands of the article were further labeled in part: "Bay Mule Molasses Feed;" "Evergreen Molasses Feed;" "Perfecto Horse and Mule Feed;" "'Milo' Stock Feed;" "'Suwanee' Horse and Mule Feed."

Analysis of samples of the article by the Bureau of Chemistry of this department showed the following results: The three consignments of Bay Mule brand contained 16.97, 16.88, and 19.18 per cent, respectively, of crude fiber, and contained corn, oats, alfalfa, cottonseed meal, rice bran, and peanut shells. No oat feed was found in two of the three consignments. The product involved in the consignment of May 20, 1920, into Alabama, was short weight. The Evergreen brand contained 17.81 per cent of crude fiber and consisted of corn, alfalfa, rice bran, cracked kafir or milo, cottonseed hulls, peanut shells, and small wheat grains, probably from screenings. No oats and not more than a trace of oat feed, if any, and no cottonseed meal were present. The Perfecto brand contained 7.74 per cent of protein and consisted of corn, oats, alfalfa, rice bran, an oat by-product, probably oat feed, and cottonseed hulls. No cottonseed meal was found. The Milo brand contained 7.66 per cent of protein and consisted of corn, oats, alfalfa, and rice hulls. The Suwanee brand contained 20.48 per cent of crude fiber and consisted of corn, a trace of oats, a negligible trace of alfalfa, rice bran with an excess of rice hulls, not more than a trace of oat feed, if any, and cottonseed meal; it also contained peanut shells, wheat and chaff, probably from screenings, and a little ground kafir.

Adulteration of the Milo brand was alleged in the information for the reason that a substance, to wit, rice hulls, had been substituted in whole or in part for a product composed of corn, oats, alfalfa, cane molasses, and salt, which the article purported to be. Adulteration of the Suwanee brand was alleged for the reason that substances, to wit, peanut shells, rice hulls, and screenings had been mixed and packed therewith so as to lower and reduce and injuriously affect its quality and strength and had been substituted in part for a product